

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF PAGES 198
2. CONTRACT NUMBER	3. SOLICITATION NUMBER TIRSE-03-R-00002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/26/2003	6. REQUISITION/PURCHASE NO. P-4-P2-63-FM-A00 000
7. ISSUED BY INTERNAL REVENUE SERVICE Southeast Procurement Branch (A:P:F:SE) 2888 Woodcock Blvd Suite 300 Atlanta, GA 30341			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see address in block 7 above until 2:00 PM (Hour) local time **02/17/2004 (Date)**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JACKSON, CHARISSE	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 404 NUMBER 338-9220 EXT.		C. E-MAIL ADDRESS charisse.jackson@irs.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE 00055905	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B

Supplies or Services and Prices/Costs

B.1 DESCRIPTION OF CONTRACT SERVICES

The Internal Revenue Service requires armed guard security services for a base period beginning upon effective date of the contract through 09/30/2004, and up to four 12-month option renewal periods (totaling approximately 52 months).

Services include provision of armed Security Officers (fixed post, interior foot patrol, exterior roving patrol (patrolling by means of motor vehicle), and intrusions alarm monitoring/console operation) and motorized patrol equipment (vehicles), to patrol and protect government property from unlawful entry by unauthorized persons into IRS buildings requiring both *Level IV and *Level V (Refer to Section J, Exhibit 1 for definition) security, and Canine (K-9) explosive detection teams (to include vehicles for transport of K-9 detection teams).

B.2 PRICE SCHEDULE

Offerors are required to complete the price schedule and return the completed price schedule, and other documentation as specified in paragraph L.18 of this Request for Proposal (RFP), by the date and time specified on page 1, block 9 of the Standard Form (SF) 33. Offerors shall list firm-fixed unit prices for performance of contract services listed in the Price Schedule.

B.3 PRODUCTIVE REQUIREMENTS

B.3.1 GENERAL

Productive requirements are based on the government's need for post coverage to which a Security Officer is assigned. Productive requirements will be ordered by the Government on as "as needed" basis pursuant to Federal Acquisition Regulation (FAR) 52.216-21, Requirements. The level of security required for the Memphis Internal Revenue Service Center (MIRSC) varies, depending on the facility (refer to Section C, paragraph C.1.2).

All quantities listed herein for Productive Requirements are ESTIMATES only. Section J, Exhibit 2, provided for INFORMATION ONLY, outlines the total productive staff-hours the Government anticipates needing at time of contract start-up. Order limitations for Productive Requirements are outlined in Section I, FAR 52.216-19, Order Limitations.

Productive requirements may fluctuate (increase or decrease) throughout the contract term. Request(s) to increase/decrease these requirements shall be made in writing by the Contracting Officer, or Ordering Official(s). Ordering Official(s) will be designated in writing by the Contracting Officer following contract award via a separately issued task order. The Ordering Official's authority is limited to the terms of the contract, including FAR clauses 52.216-18, Ordering, and 52.216-19, Order Limitations, not to exceed the funding ceiling amount established in the task order.

B.3.2 RATES

Normal Rate - Rates with respect to the established/normal post schedules and daily productive requirement for each post of duty as described in Section J, Exhibit 2.

Premium Rate - Premium rates apply only when the Government fails to provide adequate notification (see Section F) for changed productive requirements, with respect to Security Officers performing entry/exit control/roving patrol, resulting in an accelerated delivery/performance (refer to Section C.2, Definitions). These rates may be billed only for the period between the accelerated commencement of performance and the beginning of the full notification period. Normal rate(s) resume once the full period for notice has expired. (Example: Orders for additional hours totaling less than 160 per month require that the contractor be given 10 days after receipt of order to begin performance. If the government requires performance to begin within 48 hours due to urgent needs (see Section C.2, Definitions), each day of performance beginning with actual start date up until the 10th calendar day following receipt of order is considered accelerated start-up and is subject to billing at the premium contract rate.

B.4 SUPERVISORY, MANAGEMENT, VEHICLE, AND K-9 EXPLOSIVE DETECTION REQUIREMENTS

Supervisory/Management, Vehicle, and K-9 Explosive Detection requirements will be based on the following fixed requirements, as outlined in Section C:

Shift Supervision (paragraph C.1.3) = 24 hours a day/7 days a week & holidays;

On-Site Project Manager (paragraph C.1.3) = 40 hours per week;

Vehicle Requirements (paragraph C.5.2) = two vehicles;

K-9 Explosive Detection (paragraph C.5.3) = five teams 40 hours each per week).

B.5 CONTRACT PRICING

Contractor's price for performing contract services shall be based on the following:

- 1) Supervisory/Management Requirements
- 2) Productive Requirements (Console Operator, Entry/Exit Control, and Roving Patrol);
- 3) Vehicle Requirements, and
- 4) K-9 Explosive Detection Requirements.

Billing will be calculated in accordance with contract terms as follows:

Supervisory/Management fixed monthly rate;
 + Productive hours (Console, Entry/Exit and Roving Patrols) x Productive Requirements applicable hourly rates;

+ Vehicle fixed monthly rate;
+ K-9 Explosive Detection fixed monthly rate;
= Total amount of billing.

PRICE SCHEDULE

CLIN 0001 - Base Period (06/01//2004 - 09/30/2004)

Fully Loaded Unit Price	
Supervisory/Management	
Shift Supervisor	\$_____ Per Month
Project Manager	\$_____ Per Month
Productive Requirements:	
Security Officer (Entry/Exit Control/Roving Patrol)	
Normal Rate	\$_____ Per Hour
Premium Rate	\$_____ Per Hour
Security Officer (Console Operator)	\$_____ Per Month
Vehicles (2 ea)	\$_____ Per Month
K-9 Explosive Detection	\$_____ Per Month

CLIN 1001 - Option Period I (10/01/2004 - 09/30-2005)

Supervisory/Management	
Shift Supervisor	\$_____ Per Month
Project Manager	\$_____ Per Month
Productive Requirements:	
Security Officer (Entry/Exit Control/Roving Patrol)	
Normal Rate	\$_____ Per Hour
Premium Rate	\$_____ Per Hour
Security Officer (Console Operator)	\$_____ Per Month
Vehicles (2 ea)	\$_____ Per Month
K-9 Explosive Detection	\$_____ Per Month

CLIN 2001 - Option Period II (10/01/2005 - 09/30/2006)

Supervisory/Management	
Shift Supervisor	\$_____ Per Month
Project Manager	\$_____ Per Month
Productive Requirements:	
Security Officer (Entry/Exit Control/Roving Patrol)	
Normal Rate	\$_____ Per Hour
Premium Rate	\$_____ Per Hour
Security Officer (Console Operator)	\$_____ Per Month
Vehicles (2 ea)	\$_____ Per Month
K-9 Explosive Detection	\$_____ Per Month

CLIN 3001 - Option Period III (10/01/2006 - 09/30/2007)

Supervisory/Management

Shift Supervisor

\$ _____ Per Month

Project Manager

\$ _____ Per Month

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate

\$ _____ Per Hour

Premium Rate

\$ _____ Per Hour

Security Officer (Console Operator)

\$ _____ Per Month

Vehicles (2 ea)

\$ _____ Per Month

K-9 Explosive Detection

\$ _____ Per Month

CLIN 4001 - Option Period IV (10/01/07 - 09/30/2008)

Supervisory/Management

Shift Supervisor

\$ _____ Per Month

Project Manager

\$ _____ Per Month

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate

\$ _____ Per Hour

Premium Rate

\$ _____ Per Hour

Security Officer (Console Operator)

\$ _____ Per Month

Vehicles (2 ea)

\$ _____ Per Month

K-9 Explosive Detection

\$ _____ Per Month

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Section C

Description/Specifications/Statement of Work

C.1 BACKGROUND/GENERAL REQUIREMENTS

C.1.1 BACKGROUND

The Memphis Internal Revenue Service Center (MIRSC), located at 5333 Getwell Road, Memphis, Tennessee, and two satellite facilities located off site, within the surrounding area, have on-going needs for armed guard security services to patrol and protect government property from unlawful entry by unauthorized persons into IRS buildings.

MIRSC serves as a submission and processing site for Federal tax returns and, in addition, houses a computing center (Tennessee Computing Center (TCC)). Located onsite at the MIRSC, within IRS space, is a Child Care Center, Credit Union, and Cafeteria.

The MIRSC is a campus-style environment located on approximately 130 acres consisting of eleven (11) individual single story buildings whose aggregate total of gross square footage is approximately 867,197 ft. There is a 1.2-mile loop road around the facility with six entry gates within the interior security fence line, and eight parking lots that are capable of accommodating approximately 5,000 vehicles. The perimeter is fenced with access onto the property controlled by five gates that include guardhouses. Access to the building is controlled by card access that activates revolving security doors. Access is also controlled by security officers, or both card access and, security officers. There are approximately 4,500 employees working at this location at peak, and it is a 24-hours per day, seven (7) days per week, 365 days a year operation.

The two satellite locations are single story office buildings that house IRS operations. There are approximately 700 IRS employees at each satellite location, and the aggregate gross square footage at each satellite location is approximately 100,000 ft. Intrusion alarm monitoring/console operation services are required at these two locations. These services include response to any alarms, setting, and resetting alarms when employees arrive and leave. Also the contractor shall provide a patrol vehicle that patrols daily, 6 hours per day, Monday through Friday, from 7:00 PM to 1:00 AM (Friday patrols ending 1:00 on Saturdays), for a total of 30 hours per week.

All locations are smoke-free.

C.1.2 GENERAL REQUIREMENTS

a. Services Required

The Contractor shall furnish all labor, materials, equipment, transportation, supervision, management, and supplies necessary (which includes uniforms, footwear, firearms and ammunition) to provide armed security services for the MIRSC and satellite locations in

accordance with the requirements as specified herein, and as prescribed by IRS Post Orders (see Section C, paragraph C.5.1), in the Officer's Duty Book (to be furnished after contract award).

The contractor shall provide armed guard security services for the period specified in Section F, paragraph F.3, Contract Term, and plan, schedule, coordinate, and assure effective performance of all services described herein. The contractor shall provide such services 24-hours per day, 7 days per week, 365 days per year. Services shall be performed at the Memphis Internal Revenue Service Center (MIRSC) located at 5333 Getwell Road, Memphis, TN, and its two local off-site/satellite offices, as designated herein.

b. Level of Security

In accordance with *Department of Justice Vulnerability Assessment of Federal Facilities* dated, June 28, 1995, buildings located within the MIRSC and its off-site satellite locations are classified as requiring Level IV security, with the exception of the TCC, which is classified as a Level V facility (refer to Section J, Exhibit 1 for classification criteria as defined by *Department of Justice Vulnerability Assessment of Federal Facilities*).

No post shall ever be left unattended without prior approval from the on-site Contracting Officer's Technical Representative (COTR).

c. Observance of Legal Holidays and Administrative Leave

Government personnel observe the following listed days as a holiday:

New Year's Day	Martin Luther King, Jr's. Birthday (observed)
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal Statute, Executive Order, or Presidential Proclamation.

Contractor performance is required on the above observed holidays. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be the cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

Should potentially hazardous or other conditions exists that result in contractor non-performance of required services, the contractor shall not be entitled to payment for services not rendered.

C.1.3 SUPERVISORY/ MANAGEMENT REQUIREMENTS

The Contractor shall manage the total work effort associated with contract services to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide staff with the necessary management expertise to

assure the performance of the required work. Prior to assignment of a Project Manager's position or other supervisory position the contractor shall submit the proposed Project Manager's resume as specified in Section L, paragraph L.17.2.

a. Supervisory Staff-Hour Requirements

The Contractor shall provide adequate supervision of all security officers performing contract services. Supervision shall be provided 24 hours per day, 7 days per week, including holidays. Supervisors designated in writing by the Contractor will have authority to act for the Contractor on a day-to-day basis at the work site. Supervisors will be staffed on-site at MIRSC. While on-site supervision is not required for those off-site facilities covered under the contract, adequate supervision of all security officers performing both at the MIRSC and its off-site facilities is to be maintained.

Each designated Supervisor shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement; military service law enforcement; or, commercial or industrial security guard service). The contractor's request to waive background requirements for an individual who is otherwise qualified, and determined to be fully capable of performing successfully as a supervisor, may be submitted to the COTR for review. Such waiver of contract requirements is subject to the Contracting Officer's approval.

The supervisors shall ensure posts are properly staffed; contract personnel are properly uniformed and present a neat appearance; and, security officers are familiar with their assigned post and duties. Guard mount/walktime is in addition to the time required for posting and relief of security officers (see paragraph C.5.1c(2)).

b. Project Manager

Contractor Management shall include an on-site Project Manager (PM) performing contract duties for a minimum of 40 hours per week. Project Manager responsibilities include, but are not limited to, contract administration. The Project Manager's work schedule shall be submitted to the COTR for review and mutual approval between contractor and IRS, each Thursday in advance of the upcoming week and at other times as needed to leave the site to conduct off site contract business pertaining to the IRS. The work schedule is expected to vary (i.e., days of week and duty times) to ensure optimum oversight of contract performance. The on-site contract manager shall not simultaneously perform the duties of on-site contract manager and on-site supervisor or on-site contract manager and productive employee.

c. Restrictions

Management personnel (Project Manager and Supervisors) shall not simultaneously perform their contract management duties along with those of a security officer. Only in an emergency situation when a security officer is unavailable and a replacement cannot be obtained timely to properly staff a post, may the Project Manager or Supervisor fill-in and serve in place of a security officer. The contractor shall document any such emergency situation and provide the COTR written notification within 24 hours of each occurrence.

Management personnel may perform as security officer at times other than when they're assigned to perform contract management assignments (e.g. - The first-shift supervisor may serve as security officer on a post during the second-shift, provided another shift supervisor is assigned to supervise second-shift personnel), and shall not exceed the Staff-Hour Limitations as stated in Section C, paragraph C.1.4 below.

C.1.4 WORK CONTROL/STAFFING

a. Work Control

The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all contract service requirements. The contractor shall post work schedules for supervisors and security officers in an area visible to contract personnel. If the Contractor fails to provide the required number of productive staff-hours, supervision, or project management, a report shall be submitted to the COTR within 24 hours. The report is to identify the non-staffed post assignment, date, time, and reason for failure to provide required staffing. Nonreceipt of required contract services is subject to payment deductions.

The contractor shall establish work shift schedules to ensure coverage at all times and no post is left unattended.

The contractor shall provide the COTR with the work schedule time frames 15 days prior to start of contract. Schedule shall overlap shifts to include start and stop time.

b. Employment of Government Personnel

The Contractor shall not employ for the purposes of this contract any civilian currently employed by the Government at this facility.

d. Relief

The duties of some posts require that a security officer not leave his/her post for the purpose of performing non-contractual duties (i.e.), to take lunch, or other authorized break period, until properly relieved by a replacement security officer. Where this is required, it shall be specifically stated in the Post Orders, and the government's order for productive requirements. Supervisory personnel and roving patrols shall not be used as relief.

e. Staff-Hour Limitations

Contract personnel shall not perform more than 12 hours of contract service, unless the work period is separated by an 8-hour non-duty period. This 12-hour limitation applies to service performed on one or more contracts being performed by the Contractor in any 24-hour period.

IRS will waive the specification prohibiting work in excess of 12 hours per 24-hour period, but not to exceed standard industry practice, when the Contractor must have existing personnel work overtime in order to meet IRS's "short-term" or "urgent" requirements, as defined below in Section C.2, "Definitions", or in emergency situations which are beyond the control of the contractor (i.e., weather conditions which prevent the next shift reporting timely). The contractor shall provide COTR written notification within 24 hours of exceeding the limitation.

C.1.5 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of competency, conduct, appearance and integrity for contract personnel. The contractor shall take disciplinary action against contract personnel in accordance with company policies or the standards of conduct requirements of this contract. Contract personnel are expected to adhere to standards of conduct that reflect credit on themselves and their employer and the Federal Government. The Government reserves the right to direct the Contractor to remove any contract personnel from the work site for failure to comply with the standards of conduct. In that case, the Contractor shall initiate immediate action to replace such personnel to maintain continuity of services at no additional cost to the Government.

a. Appearance

The Government requires a favorable image and considers it to be a major asset of a protective security force. Contract personnel's attitude, courtesy, and job knowledge are influential in creating a favorable image. All contract employees will be neat & clean in appearance and shall wear only the complete, approved uniform. Hair will be appropriately cut to accommodate the wearing of a security uniform cap. Men's hair length shall not extend beyond shirt collar. Female Officers shall wear their hair in a neat fashion. Male facial hair shall be limited to a neatly trimmed mustache, which does not extend beyond the width of the mouth and lower lip, or neatly trimmed side-burns. No beards will be permitted.

b. Neglect of Duties

Neglect of duties shall not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs or fraternizing with Government employees during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

c. Disorderly Conduct

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, fighting, and/or participation in disruptive activities that interfere with normal and efficient Government operations, shall not be condoned.

d. Intoxicants

Contract personnel shall not possess, sell, consume, or be under the influence of intoxicants, drugs, or other substances, which produce similar effects.

e. Criminal Actions

Contract personnel may be subject to criminal actions initiated by the Government as allowed by law in certain circumstances occurring while performing contract services. These include, but are not limited to the following:

- a. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records.
- b. Unauthorized use of Government property, theft, vandalism, or immoral conduct.
- c. Unethical or improper use of official authority or credentials.
- d. Misuse of weapons.
- e. Security Violations.

C.1.6 KEY/ACCESS CONTROL

The Contractor shall receive, secure, issue, and account for all keys and Supervisory Proximity Cards issued to contract personnel for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a custody receipt for keys and Supervisory Proximity Cards issued to the Contractor by the Government. The Contractor shall ensure accountability of all keys and Supervisory Proximity cards at all times, and maintain records, to be made available to the COTR upon request, that show in whose possession the keys and Supervisory Proximity Cards are. Keys shall not be duplicated.

The Contractor shall be responsible for the cost of replacing, within 5 days, any keys that are furnished to and lost by contract personnel. If the COTR decides that a lock must be replaced as a result of loss of a key by the contract personnel, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the COTR has reasonable cause to believe that the combination has been compromised as a result of contractor negligence.

C.1.7 PERSONNEL REQUIREMENTS

a. Authority and Jurisdiction

Authority. Authority of contract personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the State of Tennessee in which performance takes place; and shall be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract, including the Post Orders.

Jurisdiction. Contract personnel shall be familiar with and comply with the limits of proprietary jurisdiction. Proprietary jurisdiction means that local police may exercise all police power granted them by the State in enforcing the law at or around IRS facilities.

b. Qualifications and Employment Suitability

The Contractor, prior to bringing employees on duty, shall fill out and cause each of his/her employees on the contract to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. A local police check must be provided to the COTR prior to entrance on duty, cost to be borne by the Contractor. Contractor employees shall be finger printed, cost to be borne by the Contractor.

Each employee of the contractor assigned to work on the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for the permanence as evidenced by Alien Registration Receipt Card, Form I-151, or who presents other evidence from the Immigration and Naturalization Service (INS) that employment will not affect his/her immigration status. The Contractor should retain Form I-151 on file to present with MBIC information for security guard employees. The Form is available through INS.

All contract personnel shall meet the following suitability criteria prior to assignment to the performance of contract services:

(1) Education. Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills, and have two years experience demonstrating;

(i) the ability to meet and deal with the public;

(ii) the ability to maintain poise & self-control under stress;

(iii) the ability to read and write in English, and construct clear, concise, accurate, and detailed reports;

(iv) the ability to comprehend and operate a complex access control and intrusion detection system (ONLY applicable for contract personnel assigned to staff the Console Duty Post - Console), where the Pegasys 1000 monitoring system will be operated by contract personnel; and

(v) proficiency in the use and safe handling of firearms similar to that required by the contract.

(2) Exception. In lieu of the above, each employee may have

(i) two years relevant experience, or any combination of relevant education above high school level and relevant experience totaling two years.

(ii). any type of military service which can be credited toward meeting demonstrated ability requirements listed in item (i). above; or

(iii) two years of relevant education at a resident school above high school level; or

(iv) a combination of relevant education above high school level and relevant experience totaling two years.

(3) Felony Convictions. Have no felony convictions and no convictions that reflect on the individual's reliability or integrity.

(4) Age 21 years of age or older.

(5) Citizenship. Be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-1151, or, who presents other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status.

(6) Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. One copy of a written certification from the examining physician that the individual meets the following physical qualifications shall be provided to the COTR following each examination within 5 days of contractor receipt. The following physical requirements apply for all security officers, supervisors and project manager:

(i) Vision.

Individuals shall possess distant vision, with glasses 20/20 in one eye and not less 20/30 in the weaker eye and shall not be colorblind.

The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

(ii) Hearing.

Individuals shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet.

A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

The use of a hearing aid shall not decrease the effective performance of the individual's assigned contract duties during normal or emergency operations.

(iii) Individuals shall be in good physical condition, be able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary.

(iv) Diseases. Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned contract duties.

(v) Addiction. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned contract duties.

(iv) Other Physical Requirements. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned contract duties, shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

c. Key Personnel

Personnel performing the requirements of this contract, with the exception of those performing strictly clerical or secretarial functions, are key personnel (i.e. - the Contractor's Project Manager, Supervisors, Security Officers, and K-9 Handlers). Security Officers must meet the local and state security guard requirements to perform security guard duties on this contract. Any changes to the working status of key personnel shall be transmitted to and approved by the COTR at least 10 days before the change. If personnel changes are made prior to contract start date, the Contractor shall submit the name, and resume for the Project Manager, Supervisors, and/or K-9 Handlers, and/or required qualifications and proof of security guard training for Security Officers, to the COTR for approval no later than 10 days prior to the start of this contract or as changes become known to the Contractor.

If any of the Contractor's key personnel become unavailable for work under this contract for a continuous period exceeding 30 days, or are expected to devote less effort to the work than indicated in the Technical Proposal, the Contractor shall immediately notify the CO. The Contractor shall replace key personnel with personnel of at least equal abilities and qualifications within 30 days, or other time agreed upon by the CO, of the Contractor becoming aware of the change. The Contractor shall submit requests for approval of substitution in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution and the

resume of the proposed substitution. The CO will evaluate such requests and notify the Contractor of approval/disapproval of the request.

C.1.8 PERSONNEL SECURITY CLEARANCE REQUIREMENTS

a. National Background Investigation Agency Check

All contract personnel must pass a favorable National Background Investigation Agency Check. Within 10 days after contract award, Contractor shall provide the COTR with two completed Form FD-258, Fingerprint Chart, and two copies of GSA form 176, Statement of Personal History, for all contract personnel and officers of the firm who will have access to the building in performance of the contract work. (Required forms will be provided by the Government).

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for contract personnel. If the Contracting Officer receives an unsuitable report (e.g., arrest for drug or alcohol abuse, delinquent taxes, felony committed, etc.) on any individual after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such individual cannot continue to work or be assigned to work under the contract.

The Government is responsible for obtaining National Background Investigation Agency Checks for contract personnel.

The Government may, as it deems appropriate, authorize and grant temporary clearance to individuals designated to perform contract services. Individuals awaiting clearance through the National Background Investigation Agency Check may be issued a temporary clearance by the COTR if a local check of criminal record for felonies and misdemeanors is favorable. The Contractor shall obtain and submit to the COTR the results of local police checks on prospective individuals designated to perform contract services. The granting of a temporary clearance to any individual shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government. Under no circumstances shall an individual be permitted to work on the premises prior to receiving clearance by the COTR.

b. Local Criminal Records Check

The Contractor is responsible for obtaining Local Criminal Records Check for contract personnel who do not have a National Agency clearance on file with IRS prior to contract performance. Such Local Criminal Records Check(s) shall be provided to the COTR prior to the employee's entry on-site.

c. Previously Cleared Individuals

Required security forms need not be submitted for incumbent contract personnel who have been previously cleared through the security process by the MIRSC within the past two years, unless specifically requested to do so by the COTR.

d. Subsequent Clearances

National Agency and Local Criminal checks shall be re-performed for all incumbent contract personnel no later than every two years from anniversary date of last check. The contractor shall provide, to the COTR the names of those Security Officer's who are to be re-certified by these checks within 6 months of expiration of the current security background investigation or renewal of the same.

C.1.9 QUALITY CONTROL PLAN (QCP)

The contractor shall establish and maintain a complete quality control program to ensure services are efficiently performed and all contract requirements are met effectively. The Government intends to rely upon the contractor's Quality Control Plan (QCP) for enforcement and monitoring of the quality of services. The plan shall address, at a minimum, the contractor's inspection system, provides for regularly scheduled and unscheduled inspections of all contract services, specifies the contractor's system for identifying/correcting deficiencies, and outlines the contractor's system for tracking/reporting inspections. The Government will surveil contractor quality of services as specified in the Quality Assurance Surveillance Plan (Refer to Section E, paragraph E.4)

C.1.10 REMOVAL AND REPLACEMENT OF CONTRACTOR PERSONNEL

The Contracting Officer (CO) may require dismissal of employees from work under this contract when he/she is deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interests of national security.

The Government reserves the right to request that the Contractor remove any Contractor employees' whose continued use under this contract is deemed contrary to the best interests of the Government. Notice of such removal will be given in writing by the Contracting Officer's Technical Representative (COTR).

C.1.11 TRANSITION OF CONTRACTOR OPERATION -- PHASE-IN

The Government shall provide the successful contractor access to the site for purpose of evaluating environment, operational procedures, and safety requirements prior to scheduled start date. This phase-in period will be no fewer than 30 calendar days of contract award.

The Contractor shall commence all operations required by this contract on the first day of the contract performance period. Therefore, on the initial day of performance, the Contractor shall provide a workforce that is fully qualified and capable of performing all work required under this contract.

C.2 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below.

a. Accelerated Delivery/Performance.

Additional productive staff-hours ordered in accordance with contract terms to be provided within a timeframe less than minimum delivery times outlined in the Delivery Schedule. This period is subject to mutual agreement between the contractor and government.

a. Contract Personnel.

Contractor's personnel assigned to perform contract services. Personnel must meet contract qualifications set forth herein (i.e. uniform, appearance, standards of conduct, security clearance, and training requirements, etc.)

b. Contracting Officer (CO).

The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

c. Contracting Officer's Technical Representative (COTR).

The COTR will represent the CO in the administration of technical details within the scope of this contract. The COTR is responsible for inspection and acceptance of performance, and such other responsibilities as may be specified herein.

d. Contractor.

The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

e. Guard mount.

A briefing and inspection of Security Officer(s) reporting for duty (i.e. change of shift). Officers are briefed on pertinent information pertaining to their assigned post and inspected for compliance with qualification standards (i.e., uniform and appearance standards).

f. Officer's Duty Book.

An instrument containing Post Orders for all posts, Special Orders, Standard Operating Procedures, Memoranda of Instructions, and all other instructions issued to the contractor.

g. Performance Requirements Summary Table (PRST).

The instrument used primarily by the Contracting Officer that outlines performance requirements and each respective portion of required service to total contract price to determine calculation of payment deductions for unsatisfactory performance or nonperformance of contract requirements.

h. Post.

A station or task to which Security Officers are assigned.

i. Post Orders.

Administrative manual, defining routine and standard procedures for handling situations and matters pertaining to posts and Security Officer requirements.

j. Productive Staff Hour

Actual working time security officer performs post duties. Does not include time for guard mount or walk time.

k. Project Manager.

A representative of the contractor with the authority to make any no-cost contract technical decisions, or special arrangement regarding this contract; and responsible for the overall management and coordination of this contract acting as the central point of contact with the Government, and such other responsibilities as may be specified herein.

l. Quality Assurance (QA).

A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

m. Quality Assurance Evaluator (QAE).

The Government employee responsible for monitoring Contractor performance.

n. Quality Control (QC).

A method used by the Contractor to control the quality of services provided.

o. Quality Control Plan (QCP)

The document outlining the contractor's method to control the quality of services provided.

p. Short-term requirements.

Additional productive staff-hours ordered in accordance with contract terms for an anticipated period not exceeding a 31 consecutive day duration.

r. Walk Time.

Time required for posting and relief of contract personnel.

C.3 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS AND UTILITIES

C.3.1. FACILITIES, EQUIPMENT, MATERIALS AND UTILITIES

The Government will furnish or make available to the Contractor the following Government owned facilities, equipment, materials, and utilities for use in connection with this contract:

- a. Electrical and mechanical equipment, where installed, such as alarm and surveillance systems, communications equipment, interior and exterior detection systems, portable radios, closed-circuit television, including written operating procedures and instructions.
- b. Repair and maintenance of Government electrical and mechanical equipment listed in #1 above.
- c. Officer's Duty Book. The COTR will provide all initial information and changes. The contractor will be responsible for posting the changes in the Officer's Duty Book.
- d. Telephones for the conduct of official Government business under this contract.
- e. Guard office, locker and office equipment, excluding office machines (as deemed necessary by the Government) gun safe, and gun-loading barrel. This equipment and space must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into this contract.
- f. Administrative forms prescribed by IRS for use by Contractor employees while on duty. These forms may be obtained by contacting the COTR.
- g. Building utilities and services, in accordance with established IRS operational procedures, to include the use of available concession facilities, rest rooms, and, use of available medical facilities when available for emergency purpose.
- h. Multiple channel radio transceiver communications equipment, as necessary. The Government shall furnish all necessary multiple channel radio transceiver communications equipment so that, contract personnel on duty may be contacted by the console operator or shift supervisor, within one minute.

(1) Portable two-way radios with necessary batteries and chargers for contract personnel on duty performing contract services (Note: Radios limited to one per active post; one for supervisory personnel; and, one for Project Manager).

(2) Repair of malfunctioning radio equipment, and replacement batteries, when requested by the Project Manager or designated representative.

i. Miscellaneous Property and Equipment

(1) Heating and air conditioning at each gate post; including annual maintenance;

(2) Workstation at door and gateposts;

(3) Chairs for designated door and gateposts; and

j. Building keys and card swipes. The Project Manager, or designated representative shall sign for receipt of all key/card swipes issued to contract personnel. Card swipes issued to contract personnel shall be immediately returned to the COTR in the event of employment termination.

k. Photo-identification badges and vehicle-parking decals for contract personnel. The contractor shall be responsible for safeguarding IRS photo-identification badges and parking decals issued to contract personnel. Inactive badges/decals shall be immediately returned to the COTR, including cases where an employee is dismissed from performing contract services.

C.3.2 USE OF GOVERNMENT PROPERTY

Government Property shall be used for official Government business only, in the performance of this contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

C.3.3 ACCOUNTABILITY FOR GOVERNMENT PROPERTY

a. All property furnished by the government under this contract shall remain the property of the Government. Upon termination or completion of the contract, the contractor shall render an accounting of all such property, which has come into its possession under this contract.

b. All equipment issued by the Government to the Contractor shall be documented on Form 1930, Custody Receipt for Government Property, or other similar issue document provided by the COTR.

c. Government property that is lost or damaged, resulting from improper use or negligence by the Contract Personnel, shall be repaired or replaced in accordance with FAR Clause 52.237-2, Protection of Government Buildings, Equipment, and Vegetation.

C.3.4 MALFUNCTIONING GOVERNMENT PROPERTY

The Contractor shall be responsible for reporting to the COTR the malfunctioning of any Government equipment used by Contractor's employees. Malfunctioning of Government equipment shall be documented on an incident and maintenance report. Report shall be forwarded to the COTR within one hour of incident or the beginning of the next business day if malfunction occurred after normal working hours.

C.4 CONTRACTOR FURNISHED ITEMS

With the exception of government furnished materials and services identified herein, the Contractor shall furnish, in performance of contract services, and maintain in acceptable condition, at all times, the following:

- a. Motorized patrol equipment;
- b. Uniforms;
- c. Supplies, that includes firearms and ammunition;
- d. All kenneling and care of K-9, and
- e. Supplementary Equipment including, but not limited to, notebooks, pens, pencils, replacement flashlight batteries and bulbs, and traffic control safety apparel, wet weather gear (reflective clothing, traffic batons), and an adequate supply of batteries for all flashlights and traffic batons.

All security officers and supervisors are to be equipped with supplementary equipment including, but not limited to, notebooks, pens, pencils, replacement flashlight batteries and bulbs, and traffic control safety apparel, wet weather gear (reflective clothing, traffic batons), necessary to perform contract duties.

Security officers and supervisors shall not be permitted to provide themselves with any unauthorized supplementary or personal equipment, such as stun guns, chemical agents devices, concealed firearms, knives with blade over 2.5 inches, or other non-standard items.

C.5 SPECIFIC REQUIREMENTS

In addition to the Supervisor/Management requirements identified in Section C.1, the contractor shall provide security officers (fixed post, interior foot patrol, exterior roving patrol, intrusion alarm monitoring/console operation), motorized patrol equipment (vehicles), and K-9 Explosive Detection Teams.

C.5.1 SECURITY OFFICERS

Security Officers shall perform the duties as outlined in Post Orders, which define the basic work to be performed at each post, and will be provided the contractor following contract award. Additionally, Security Officers shall perform Special Orders, which are short term or one-time

changes to the Post Orders. Both Post and Special Orders are subject to modification to reflect changes in Government regulations, policies and procedures.

a. Typical Post Order duties may include, but are not limited to, the following:

- (1) Deter and report unauthorized personnel or vehicular entry into designated areas.
- (2) Report any damage, pilferage, removal, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).
- (3) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the Post Orders; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
- (4) Safeguard personnel, deter the commission of crimes against persons; summon appropriate response forces, and assist those response forces as required.
- (5) Deter and report violations of IRS rules and regulations (e.g. improper wearing of IRS ID badge; non-compliance in following parking regulations; improper use of proximity cards, etc.).
- (6) Receive, receipt, and secure prohibited personal property as well as lost and found articles pending transfer to designated IRS official for appropriate distribution/disposition.
- (7) Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.
- (8) Perform fixed post and roving patrol(s) duties.
- (9) Provide escorts for visitors, deliveries and materials when required.
- (10) Perform intrusion alarm monitoring for the MIRSC facility and the two satellite locations.
- (11) Provide emergency first responder assistance, as required.
- (12) Operate and monitor automated visitor access control system and enforce personnel identification policies and procedures.

The Contracting Officer's Technical Representative (COTR) is authorized to make changes to Post Orders, and issue Special Orders, provided the change does not materially affect the scope, time or cost of contractor's performance. Change(s) affecting the scope, time, or cost of the contract will be made only by the Contracting Officer through written contract modification.

b. Work Requirements

Typical post assignments security officers may perform include, but are not limited to, the following duties:

(1) Entry/Exit Control

(i) Deter unauthorized personnel, property, or vehicles from entering onto the property or into the facility. During the time periods when posts are not staffed, the posts shall be considered part of the perimeter and controlled by the roving patrol.

(ii) Promptly allow authorized Government personnel/visitors entry at entrance gates and building entry, normally within one minute after arrival at a gate or building entry that may require the use of an automated visitors access control system. Work diligently to minimize congestion during peak periods of IRS personnel arrivals/departures.

(iii) Comply with the Post Orders regarding issuance of passes and badges to Government employees, visitors, contractors, vendors, and others. Courteously and promptly process visitors, issue appropriate identification badges to authorized visitors, and record required information. Provide clear directions to visitors upon request. Individuals will be properly denied access or issued identification badges, normally within five minutes after their arrival. Vehicle passes will be properly issued or denied, normally within three minutes after the request is presented.

(iv) Maintain a list of lost items. Accept and secure found items until they can be transferred to the IRS Property Officer for disposition. The Contractor shall be fully responsible for items in his/her possession.

(v) Open building entries and gates within one minute of the scheduled times specified in the Post Orders. In response to an authorized emergency request, locked gates or buildings are to be opened within five minutes. Maintain a record of all nonscheduled gate/building openings.

(vi) Close and lock all building entries and gates within five minutes after scheduled closing time, or upon notification by the Console Operator or Shift Supervisor. Make an "all secure" report in accordance with the specific procedures contained in the Post Orders. Maintain a record of all nonscheduled gate/building closing.

(vii) Perform required package searches on all incoming and outgoing packages on staffed posts in accordance with the post order. Package search may include use of x-ray equipment and magnetometers (hand held or walk-through, or both), at entries where equipment has been installed.

(viii) Comply with the Post Orders regarding detention of persons or property, and ensure any person(s) attempting to take Government property off the installation has a valid property pass, as identified in the Post Orders.

(2) Roving Patrol

(i) Perform foot and motorized patrols.

(ii) Be continuously on the alert for the occurrence of fires, explosions, collapses, and other catastrophes by close and detailed observation of buildings, machinery, vehicles, equipment, other resources, and personnel. Identify unsafe or potentially unsafe conditions, procedures, or activities and promptly take appropriate corrective action. Restrict admission to the unsafe area in order to minimize risk, with notification promptly given the proper authority so that repair or correction can be accomplished as soon as possible. In the event of a catastrophe, immediately summon appropriate response forces and notify Government personnel, as prescribed by the Post Orders. Provide assistance to minimize the effects thereof, and assistance in restoring the area to a safe condition as soon as possible.

(iii) Perform both visual and physical perimeter checks of the entire fence perimeter to detect unauthorized entry (attempted or actual), following specific procedures set out in the Post Orders. Vary patrolling routes in order to not establish a set pattern that may alert to officers whereabouts.

(iv) Perform security checks of all buildings identified in the Post Orders. While such checks are primarily to detect unsecured facilities, the security officer shall immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. Contract personnel shall not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

(v) Raise and lower the United States Flag (and other flags as authorized) at the locations and times indicated in the Post Orders. No deviations are permitted unless authorized. (Verbal authorizations shall be recorded in an incident report).

(vi) Direct traffic and issue traffic citations as described in the Post Orders. Give tactful and courteous warnings or citations to individuals who violate traffic and parking regulations. Report abandoned vehicles promptly in accordance with the Post Orders. Vehicles parked in prohibited zones (e.g., fire lanes, handicapped and reserved spaces) which require removal by towing, shall also be reported.

(vii) Deviation from Prescribed Schedules

(1) Government Directed. In the case of emergency conditions requiring immediate attention, the COTR may direct the Contractor's on site supervisor to temporarily divert security officers from their normal roving patrol duties to respond to the emergency conditions, at no additional cost to the Government. Such security officers shall return to their normally assigned duties when released from the emergency situation.

(2) Contractor Directed. Except for the emergency conditions, the Contractor shall not divert security officers performing roving patrol from their prescribed schedules without the prior approval of the COTR. Any deviation from normal roving patrol duties that were not approved by the COTR shall be recorded in an incident report and forwarded to the COTR within 24 hours of the action.

(3) Alarm Systems Monitoring and Console Operation

The duties listed below are applicable to those security officers assigned to Post 1 Console Monitor, and Alarm operators.

(i) Continuously monitor the Pegasys 1000 alarm system, (building entry points and access control system) 24-hours a day, seven days a week 365 days a year at all locations.

(ii) Operate the alarm console in accordance with the post order.

(iii) Communicate with contract personnel, and, as necessary, with the appropriate authorities (fire department, ambulance service, police department, etc.) within the time frames specified in the Post Orders.

(iv) Promptly dispatch contract personnel to the site of an alarm so that arrival at the alarm site is made within five minutes. Response time begins when the alarm sounds. The Government reserves the right to test the Contractor's response to alarms not more than four times a month during the term of the contract without prior notice.

c. Productive Staff-Hour Requirements

(1) The Contractor shall provide sufficient quantity of qualified armed security officers to staff designated posts. Orders for contract services will be made by the Government in accordance with FAR clause 52.216-8, Ordering in Section I. Actual requirements may fluctuate. A Schedule of required posts and post hours will be provided by the Government at the time contract services are ordered, identifying productive requirements for each post to be staffed.

(2) Productive requirements outlined in the Government's order, shall be actual working times security officers are needed to perform assigned post duties. The productive requirements outlined in the Government's order will not account for any other time associated with properly staffing a post (i.e. time for guard mount, walk time, drive time, or relief. NOTE: these times are not directly billable. The contractor should fully load the hourly rate to accommodate for this "other time").

(3) It is the contractor's responsibility to determine its cost of providing productive requirements, to include direct productive staff hours and associated cost. Contract payment will be based upon the quantity of productive staff-hours ordered, received and accepted in accordance with the contract terms, calculated at the applicable hourly rate established for "Productive Requirements" in Section B, price rates for Supervisory/Management, Vehicle requirements, and K-9 Services.

d. Limited Waiver for Armed Productive Requirements

(1) IRS acknowledges that the contractor may be unable to fully staff the Government's productive requirements with armed security officers at the time of contract start-up, inasmuch as

the State of Tennessee projects an average of three to six months to process applications for armed security officer licenses. Therefore, during the first few months (i.e. three to six months) of contract performance IRS will accept contractor's written request to temporarily waive the requirement to provide armed security officers for selected posts, provided the contractor submits evidence that contractor has complied with contractual training requirements and has applied for armed security officer licensing in a timely manner and in accordance with contract terms. No unarmed officer will be permitted to work without a notarized copy of his/her application for armed security officer license that has been submitted to the State of Tennessee, and without prior approval from the COTR. It is expected that the majority of posts will be staffed with armed security officers at the time of contract start-up.

(2) All unarmed productive staff-hours shall be billed at the applicable hourly rate set forth in Section B, Price Schedule, less the difference between contractor's direct labor cost for armed and unarmed officers, but not less than \$1.00 per productive hour. Example: If rate for security officer in the Price Schedule is \$15.00 per hour, the billing rate for unarmed security officer will be reduced by contractor's actual reduction in labor cost, or \$14.00 per hour, whichever is lesser.

C.5.2 VEHICLES (MOTORIZED PATROL EQUIPMENT)

a. The Contractor shall provide vehicles used exclusively for performing contract services. Vehicles are needed for providing roving patrols at the MIRSC and responding to the two off-site satellite locations providing escort for emergency medical vehicles (i.e. medical, fire, police, etc.). Vehicles shall be kept in a safe operating condition at all times and display a valid state license plate. All costs for operation, repair, and maintenance of the vehicle(s), including license and insurance fees, shall be borne by the Contractor. The use of two-wheeled or three-wheeled motorized vehicles, or use of non-motorized vehicles is prohibited unless specific authorization is granted the contractor in advance by the Contracting Officer or the COTR.

b. Vehicles shall be clearly marked with distinctive insignia identifying the Contractor; equipped with clearly visible flashing roof light; and properly mounted first-aid kit and dry chemical fire extinguisher. While new vehicles are not required, vehicles of acceptable appearance and in good operating conditional shall be provided.

c. One vehicle shall be provided 24 hours daily, seven days a week at the MIRSC, and one provided 6 hours per day at the 3645 Lamar Ave. off-site location from 7:00 p.m. to 1:00 a.m., Monday through Friday (which will end 1:00 a.m. on Saturday) throughout the contract term, unless otherwise changed by contract modification. The total estimated annual mileage for one motorized vehicles is approximately 60,000 miles. Contractor shall provide and maintain a Daily Vehicle Record Log that includes at a minimum destination, vehicle time in/out, mileage in/out, and daily functional equipment checklist. The contractor shall provide the COTR the completed Daily Vehicle Record Log at the beginning of the next business day following the third shift patrol.

d. The contractor shall notify the COTR in advance of any vehicle replacement, either temporary or permanent. All vehicles are subject to the COTR's approval.

C.5.3 K-9 EXPLOSIVE DETECTION

The Contractor shall also provide the K-9 Explosive Detection services specified herein primarily at the MIRSC, as well as all sites within the campus on an emergency basis, to include the two satellite locations. The Contractor shall provide all management, supervision, personnel, materials, equipment, and supplies, (except those specified as provided by the Government) and shall plan, schedule, and coordinate effective performance of these services.

a. Services Required

The contractor shall provide trained K-9 Explosive Detection Teams to detect explosives at the MIRSC 24 hours a day, 7 days per week, including holidays. The contractor shall submit a draft of its K-9 Explosive Detection Plan *30 days after* start of contract that shall be subject to the review and approval of the Contracting Officer and COTR. *Include proposed procedures for performing inspection of suspicious packages, mail, and other deliveries. Discuss how many K-9 and K-9 Handlers will be used; how they'll be used.* The final plan shall be submitted within 10 days after receipt by contractor of COTR review of draft.

The contractor's K-9 Explosive Detection Plan, and any revisions made will be subject to the review and approval of the COTR. At a minimum, the contractor's plan is to include procedures for inspecting any suspicious packages found within MIRSC (to include off-site facilities requested by IRS on an as-needed basis); and, inspecting all incoming mail, packages and other deliveries being made to MIRSC prior to delivery and receipt by IRS personnel. Example: U.S. Postal Service mail delivery could be inspected at the Post Office; at entrance gate to MIRSC facility; at designated area within the facility's parking lot; at the facility's loading dock; or other appropriate area.

b. Required Operational Duties

Required operational duties include:

- a. Inspecting all incoming mail, packages and other deliveries being made to the IRS facility prior to delivery and receipt by IRS personnel. (Example; at a designated area within the facility parking lot, at the facility loading dock, or other appropriately designated area.)
- b. Inspecting any suspicious packages found within the facility (to include offsite facilities as requested by the IRS on an emergency basis).
- c. Inspecting facilities/buildings and/or vehicles as directed by competent authority during times a bomb threat evacuation.
- d. Conduct roving patrols as required during times of heightened security. This service will not be performed as a matter of routine.

The Contractor is required to provide separate written inspection procedures for the following type of vehicles: passenger vehicles to include cars, trucks, vans and buses, tractor trailer cargo

trucks, water and fuel tanker trucks, closed box container trucks, garbage trucks, dump trucks, concrete mixers/trucks and recreational vehicles to the Contracting Officer's Technical Representative for approval.

Additionally, the contractor is required to provide separate written procedures for conducting building inspections, perimeter patrols and package inspections. These inspection procedures are to be followed to allow for the most expedient and safe review of potentially explosive articles.

c. Hours of Operation

The MIRSC campus has peak periods of activity due to the nature of the government functions performed. Normal peak periods for mail and package delivery begin on January 25 and continue thru April 30. During this period of intense activity, mail is delivered more frequently and therefore the need is greater for the K-9 services. The contractor shall provide sufficient K-9 teams to ensure that the IRS processing staff is not delayed in their functions. It is expected that overlapping K-9 team service will be required each day for an anticipated total of 200 hours of service per week.

The contractor is expected to provide K-9 services in support of *unscheduled* postal deliveries, gate entry vehicle inspections, and other deliveries from 0530 hours each day, Monday through Friday. Saturday and Sunday deliveries *fluctuate, and* shall be scheduled. It is projected that overlapping K-9 services will be required 24 hours per day, for an anticipated total of 184 hours of service *Monday through Friday*. It is also projected that services will be required 8 hours per day, Saturday and Sunday for an anticipated weekly total of 200 hours of K-9 service per week. It is anticipated it will take five K-9 Teams working eight hour each per day 40 hours each per week to provide the requested coverage. Contractor shall provide K-9 work schedule for approval to the COTR within 5 days of start up and each week thereafter.

In addition to U.S. Postal Service Deliveries, the facility receives mail and packages from a host of common carriers throughout the day. K-9 services will be required of the contract for all of these items as well under the same standard as the mail deliveries during both peak and off peak periods. The contractor will determine along with the Government, protocols for how the K-9's are to sample each parcel delivered for the most expedient and safe review of potentially explosive articles.

d. K-9 Emergency Response Times

The K-9 Explosive Detection team shall respond immediately to notification that a bomb threat exists. Response to the threat is to be made within 5 minutes. If the team is off-site, the on-site response is to be made within 30 minutes of notification. Contractor must continue to provide K-9 services in the mail facility unless relieved of responsibility by the COTR. The contractor shall have on-site, both primary and secondary K-9 Handlers to allow for one K-9 Team to be dispatched to a bomb threat on campus while the back up K-9 Team remains at the central mail facility.

e. Qualifications of K-9 Handler

K-9 Handlers shall meet the same Personnel Requirements (paragraph C.1.7), Training Requirements, and Personnel Security Clearance Requirements as required of Security Officers.

f. K-9 Handler Selection

(1) Since the success of a K-9 program is largely dependant on the correct selection of the K-9 handler, the handler must possess certain traits such as:

- a. Self Control of their Temper
- b. Patience
- c. Self Discipline
- d. Maturity
- e. Neatness and Professional Appearance

(2) Experience

In addition to requirements set forth in the contract for Qualifications of Personnel, the K-9 Handlers must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each K-9 handler shall have a background with a minimum of two years of successful experience in security (law enforcement, military service, or commercial or industrial guard service) and have a minimum of 2 years experience with K-9's, however not necessarily within law enforcement. The contractor shall have the prerogative of requesting written approval of another employee without two years experience for employment as a K-9 handler if the contractor can provide sufficient written documentation to support the employee selection. A resume for all K-9 Handlers shall be submitted to the COTR, as specified in Section L, paragraph L.17.2. Once certified through an accredited K-9 training program, K-9 Handlers shall be considered security specialists.

g. K-9 Handler Training and Certifications

(1) General

In addition to requirements set forth in the contract agreement, all K-9 Handlers shall be certified in accordance with ATF standards.

(2) Training Schedule

- (i). Initial training for the K-9 Handlers shall be conducted in accordance with ATF Standards which include a mandatory training period of 2.5 weeks.

(ii). To maintain the K-9 team proficiency, .
a minimum of four hours a week will be allotted for training.

(iii). K-9 team proficiency training shall be conducted and incorporated into the daily K-9 duties.

(3) Training Provided to Handlers

The Explosive Detector K-9 Handlers Course will result in each K-9 Handler being exposed to the following and will be required to demonstrate both knowledge and proficiency in all listed subject areas. This list may be modified to include additional subjects and curricula, which may be integrated into the course to further the training process for special scenarios and situations in which the K-9 and handler may be required to operate.

- (i) Fundamentals and Handling Techniques for Explosive Detector K-9's
- (ii) An exposure to and hands on familiarity with common Military and Commercial Explosives, including composition, combinations and bases.
- (iii) Fundamentals of Explosive Devices
- (iv) An overview of common Improvised Explosive Devices (IEDs) including recognition, structure and composition.
- (v) Explosive Searching techniques and protocol.
- (vi) Preparation and manipulation of the security environment.
- (vii) Execution of effective searches in various environments.
- (viii) Setting up, preparing and executing routine training scenarios.
- (ix) Preparing and maintaining documentation to ensure thorough maintenance and search training.
- (x) Certification of K-9 and Handler as a K-9 Team before departure from Training Facility.

h. K-9 Training and Certifications

(1) K-9 Training

Explosives detection K-9 training is a two-phase process. In phase one, the K-9 must learn to recognize and be alert to various explosives odors. The ability of a K-9 to recognize explosives odors is the foundation for any explosives detection K-9 program. It is essential that the K-9 be able to demonstrate its ability to recognize explosives odors before leaving phase one and

becoming a fully operational K-9. In this phase of training, the K-9 will be exposed to the five basic explosive groups, including chemical compounds used in more than 19,000 explosive chemical formulas.

In phase two, the K-9 is trained to use this ability operationally in the environment where it will work. Internal Revenue Service will review operational training and provide final certification of a K-9's effectiveness in an operational environment.

(2) K-9 Certification

ATF Certified Explosive Detection K-9s must be a graduate of ATF's 2.5-week explosive detection training program. This includes conditioning to detect explosives, explosive residue, and post blast evidence. In addition, K-9s must be able to detect smokeless powder and other explosive fillers, which will allow the detection of ammunition and firearms hidden in containers and vehicles. All K-9s must meet the Odor Recognition Proficiency Standards For Explosives Detection K-9s as determined by the Bureau of Alcohol, Tobacco and Firearms.

i. Maintenance of K-9s

The Contractor shall ensure that established standards of medical care, training and K-9 well-being are maintained. Specifically, the contractor shall be responsible for the following:

(1) Utilizing the K-9s for bomb detection no longer than 75% of each hour scheduled to provide K-9 services. Each K-9 must be provided with ample opportunity to rest and/or be active outside the parameters of their job responsibilities during the remaining 15-minute period.

(2) Ensuring the well being and readiness of K-9s by establishing and maintaining medicine and health care for the K-9s.

(3) Conducting training to maintain 95% plus level of proficiency and assuring annual re-certification of K-9s.

(4) Maintaining comprehensive knowledge of explosive detection and K-9 care and handling.

(5) Maintaining comprehensive knowledge of law enforcement rules/regulations, practices and procedures pertaining to bomb threats, detection, and emergencies.

(6) Maintaining environmentally controlled vehicle equipped with kennel or cage for efficiently and safely transporting K-9s.

j. Care of K-9

Canines must be properly exercised, groomed, and free of fleas, ticks, etc. as directed by a Veterinarian.

Sick or contaminated canines shall be isolated from the other dogs until advised otherwise by the Veterinarian.

The contractor shall be responsible for all kenneling and care of K-9s off-site.

All assigned K-9 handlers must be thoroughly trained on and understand common canine illnesses to include, but not limited to: canine First Aid procedures, identification and/or treatment of shock, heat stress, bloat, hotspots, bleeding, artificial respiration, fractures, foreign objects in mouth, snakebites, administering medication (pills/liquid), parasitic infections and their symptoms and control measures, canine infectious diseases and Zoonotic diseases (contagious diseases transmitted from animals to humans) and their symptoms and control measures.

k. Random Testing

The Government reserves the right to test the Contractor's response time to bomb threat emergencies, and to test the Canines' ability to locate explosives. Testing may be made at anytime during the term of the contract without prior notice. The IRS will conduct random unannounced testing to ensure the level of competence and abilities of the explosive detection team.

This minimum Odor Recognition Proficiency Standard (the Standard), which employs an odor recognition proficiency test (the test), is established to determine whether or not a K-9 can successfully recognize explosives odors.

The test is intended to be used in conjunction with any training methodology and to provide a standardized method for assessing a K-9s ability to recognize explosives odors.

Successful completion of this test does not indicate proficiency in operational environments. Odor recognition, operational training, and testing using varying amounts of explosives odors shall be coordinated by the IRS COTR, Senior K-9 Handler, and the Contractor's Project Manager.

C.5.4. Additional Requirements

The contractor shall also provide supplies necessary (which includes uniforms/footwear, firearms and ammunition) to provide armed security services for the MIRSC and satellite locations in accordance with the requirements as specified herein, and as prescribed by IRS Post Orders contained in the Officer's Duty Book (to be furnished by the COTR after contract award)

a. Uniforms/Footwear

Contract personnel, excluding Project Manager, shall wear a complete uniform of the type that presents a favorable public image. The uniform's color(s) and footwear shall be the same as that generally used by large guard or police organizations in the United States. Contract personnel shall wear the same color and style uniform, unless otherwise approved by the COTR.

Uniforms issued by the Contractor are to be provided in sufficient quantities to ensure each contract security officer and supervisor maintains a neat, clean and professional appearance at all times. Uniforms shall consist of all equipment necessary to incorporate a law enforcement or police style and shall be easily identified as that of a security officer. In addition to the issued IRS Contractor Photo Identification Badge, the Contractor shall provide each officer a name placard to be worn on the uniform shirt. Name placard shall bare officer first and last name, name placard shall be the same as that generally used by large guard or police organizations.

Uniforms and equipment but must be in good serviceable condition. Uniforms must be replaced when they become worn. All items of clothing shall fit well and be clean, neat, and pressed.

Project manager attire shall project a professional image consisting of a blazer with security pocket patch identification, color coordinated tie, and dress slacks. Project manager shall wear approved security badge with company name/logo.

b. Firearms and Ammunition

A sufficient number of firearms shall be furnished in order to equip each security officer, supervisor and project manager while on duty. Personal weapons shall not be used. Firearms shall at a minimum be 38 caliber, 4" barrel, standard police service type revolvers. Use of any other type weapon shall be subject to approval, prior to use, by the COTR.

The Contractor shall provide ammunition for authorized firearms. Ammunition shall be inspected daily to ensure safe and effective use. In addition to ammunition issued to contract personnel on duty, an additional 500 rounds of ammunition shall be provided and stored on-site to accommodate emergencies, and to be available in the event additional services are ordered. As rounds of ammunition are used (e.g., for annual firearms qualification, replacement rounds up to 500 will be necessary). Each employee, entering on duty shall be issued, at a minimum, twelve (12) rounds of 110 grain, full metal, jacketed hollow point bullets, unless otherwise specified by the COTR. Six rounds shall be used as a firearm load with a minimum of six rounds carried in a carriage case. Ammunition shall be replaced every six months or in accordance with the manufacturers recommendation for storage standards.

The Contractor is responsible for ensuring the firearms furnished comply with the requirements outlined herein. In the event of a dispute between the COTR and Contractor regarding whether firearms meet the requirements, the Contracting Officer will make the final decision.

The Contractor shall provide appropriate and ample supplies of firearms, upkeep and maintenance equipment, (cleaning solvent, lubricating oil, rods, brushes and patches, and other normal maintenance tools). Firearms shall be inspected by shift supervisors prior to issuance to security officers. Firearms shall be kept in optimum operating condition. A log shall be maintained as evidence of maintenance performed to include ammunition replacement, and a copy submitted to COTR monthly.

Firearms shall be handled in a safe and prudent manner. Loading and unloading of ammunition and the cleaning of the firearm shall take place in designated areas only. All weapons and associated ammunition shall be stored in a firearms safe provided by the Government.

Unless required in the performance of assigned duties, no firearms shall be removed from the premises. When not in use, all firearms shall be stored in a Government-provided storage container (i.e., safe).

The on-site supervisor shall ensure that all firearms are accounted for (signed for or stored in the safe). Contract personnel shall make accurate receipt and return entries on a Firearms Equipment Control Register provided by the Contractor. All firearms shall be accounted for daily at the end of each supervisor's shift.

The Contractor shall provide to the COTR a list of serial numbers of firearms to be used or stored on IRS property within 15 days of start of contract. The list shall be kept current to include weapon replacement serial numbers, with updated copy provided to the COTR.

All weapons and ammunition shall be stored separately in a Government provided safe. The storage compartment shall remain locked at all times other than when weapons and ammunition are being issued and returned. Shift Supervisors shall issue and receive all weapons.

C.5.5. MISCELLANEOUS DUTIES

Law and Order. Contract personnel may receive complaints concerning security, safety, or law enforcement from any person within the Government's jurisdiction. Such complaints shall be promptly reported to the COTR for resolution and disposition. However, the Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, or direction from the Government, while immediately notifying the COTR.

Traffic Accidents. Contract personnel shall immediately notify the COTR of accidents, and shall assist, as required, in redirecting traffic, placing warning flares, and other safety protective actions identified in the Standard Operational Procedures. Provide completed accident and incident report to the COTR within 1 hour of the traffic accident.

C.5.6 TRAINING REQUIREMENTS

Contractor is responsible for all training requirements. Each security officer and supervisor shall successfully complete the training requirements specified herein before being assigned to perform contract services, unless otherwise stated herein. The Contractor shall provide, to the COTR prior to the individual's start date, unless otherwise stated, written certification confirming satisfactory completion of all training requirements. Refer to Section J, Attachment 1, for sample format. The Contractor's certification shall be provided for COTR's review and approval prior to the individual's start date to perform contact services unless otherwise stated herein. Certification of subsequent training (i.e., annual training, refresher training) shall be promptly provided the COTR upon applicable anniversary date for each individual. The Government reserves the right to revise this instruction during the contract period. If such

revision materially affects the time or cost of performance under this contract, a modification will be processed in accordance with FAR clause 52.243-1, Changes - Fixed Price, in Section I. The contractor is responsible for providing training instructor, training site, supplies/materials, etc. as needed for all training requirements, unless otherwise stated herein.

a. Training Plan

The contractor shall submit its proposed draft training plan for initial contract start-up to the COTR for review and approval within 48 hours of contract award notification. The final plan is due within 5 working days of contractor receipt of COTR review of draft. Refer to Section J, Attachment 2, for example format. The training plan, at a minimum, shall include the following information:

- (1) Name and location of training facility(ies).
- (2) If training facility is not an institute accredited to provide such training, names and qualifications of instructors.
- (3) Dates/Times Contractor requests that the IRS conduct Facility and initial Security Console training.
- (4) Schedule for on-the-job training.

The contractor's subsequent plan (s) for training new personnel and plan (s) for refresher training are to be provided to the COTR for review at least two weeks prior to the required training.

The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within five calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan shall be submitted in draft to the COTR for review within five calendar days of such revision. The final revision is due within 5 days of contractor receipt of COTR review of draft. The Government reserves the right to audit all or part of Contractor provided training courses.

b. Specific Training Requirements

Firearms Proficiency Training and Qualification.

- (1) Each security officer, supervisor and project manager shall be trained and qualified to meet the minimum standards specified by the State of Tennessee, including initial training and qualification, sustainment training, and annual re-qualification. Personnel shall not bear a firearm at the facility or be assigned to a post until a written certification has been provided to the COTR that the individual has successfully completed training in the use of deadly force.

(2) Contractor shall submit a certification of training, to the COTR within 2 days of completion of the course, but prior to the Officer reporting for duty and upon re-certification, signed by an authorized law enforcement firearms examiner (or other individual qualified by the State of Tennessee), certifying that the applicant has met firearm proficiency qualification requirements. Certification shall include, at a minimum, the number of class hours completed, scores for written exam and firearms qualification, and the type of weapon used for qualification. A summary of firearms proficiency and training requirements as specified by the Federal Law Enforcement Training Center is provided at Section J, Attachment 3.

(3) The Contractor shall provide necessary weapons and ammunition for qualification testing. Weapons shall be the same type weapons as used while performing contract duties.

c Armed Security Officer's Training

In addition to the training required by the State of Tennessee, security officers, supervisors, and project manager shall successfully complete a minimum of 8 hours of training, provided by the contractor, on the subjects specified prior to being assigned to perform contract services. The contractor's training certification shall indicate whether the individual has satisfactorily completed instruction in each of the required subjects, or has equivalent training by virtue of previous training and/or experience. This certification shall list the individual's name, social security number, and, if applicable, supporting evidence of previous training and experience.

d. Facilities Training

Security officers and supervisors shall successfully complete approximately eight hours of Government-provided Facility training, and four hours refresher training annually thereafter. Training topics will familiarize contract personnel with security and facility operation requirements specific to the IRS facilities. The Government will be responsible for providing instructor and training space for Facilities Training. The Contractor shall provide contract personnel sufficient amounts of on-the-job training to ensure personnel demonstrate ability to perform successfully and are knowledgeable of proper operating procedures applicable to their individual post assignment and are capable to perform independently.

e. Security Console Training

Security officers assigned to perform Console Operations, shall be thoroughly trained and knowledgeable of the IRS automated security systems' console operating procedures. All supervisors shall be trained and knowledgeable of console operating procedures. Console training shall consist of systems training to ensure proper operation of the Pegasys 1000 point monitoring and access control system, reflection video imaging system verification station, and related operating systems.

The Government will provide instructor and training space for initial Console Training, *that entails a minimum of 16 hours on-the-job training*, on a ONE-TIME-ONLY BASIS. Thereafter, it will be the contractor's responsibility. Following contract award, the Government will coordinate the initial one-time training date and time with the contractor. The Contractor shall be

responsible for providing all future training, *that entails a minimum of 16 hours on-the-job training*, needed to ensure designated contract personnel are capable of properly operating the security system console. Training shall be obtained from a qualified source (e.g., equipment manufacturer, or other knowledgeable source), subject to the approval by the COTR.

f. First Aid/CPR/AED Training

All security officers and supervisor shall successfully complete First Aid, CPR, and AED training in accordance with American Red Cross standards and shall maintain up-to-date certification.

g. Supervisor Training

Contractor shall provide specialized training for supervisors that includes, but is not limited to, the following management areas meeting specific Government requirements:

- (1) Techniques for issuing written and verbal orders
- (2) Uniform clothing and grooming standards
- (3) Post inspection procedures

h. Other Training Requirements

The following training is to be completed within 90 days of award of contract.

- (1) Small Unit Combat/Tactical Training. *
- (2)b. First Responder Training. **
- (3) Crisis Management Training. **

* applicable for Security Officers and Supervisors

** applicable for Supervisors and Project Managers

Small Unit Combat/Tactical Training:

Proficiency in tactical situations as evidence by the successful completion of a tactical training course to include both classroom and tactical range training. At a minimum, training should include a practical analysis of possible situations that could occur at the IRS, listed below, and appropriate responses, and an introductory level short course in combat shooting.

- + Gate Crashing
 - By pedestrian
 - By vehicle
- + Display of gun or other weapon upon entering facility
 - At Gate
 - At Door

- + Hostile employee (armed and unarmed.
 - Entering building
 - Inside building
- + Shots fired at building/guard post
- + Protection of employees during building evacuation.

i. Failure to Meet Training Requirements

Contract personnel who do not possess required training qualifications, or fail to successfully complete Facilities Training, firearms refresher training, or required re-qualification training, shall be removed from duty.

C.5.7 ARMED SECURITY OFFICER/GUARD REGISTRATION AND PERMITS

The contractor shall be responsible for all bonds, and fees or cost involved or related to the administration for the arming and registration of contract personnel. All necessary registration cards and permits shall be carried by each individual on their person while on duty. The Contractor shall ensure each security officer and supervisor complies with all current state and local firearms suitability, registration and permit requirements, including the following:

a. State of Tennessee Private Protection Armed Security Guard/Officer Registration.
Except where precluded by local law or ordinance, the Contractor shall:

(1) ensure a registration card is obtained for all contract personnel required to carry a firearm, in accordance with Tennessee Code Annotated (TCA) 62-35-119 and

(2) maintain a file of current registration cards for all armed personnel. A copy of each individual's registration card shall be provided to the COTR prior to the security officer being assigned to perform contract services.

The COTR shall be immediately notified should an individual's registration be terminated, revoked, or suspended at any time. In such case, the contractor shall immediately replace the individual with another that meets contract qualifications.

b. Shelby County Permit

In addition to the requirement for registration with the State of Tennessee, the contractor shall ensure that each armed security officer obtains a permit, as required by the county of Shelby, Tennessee, to operate as an armed security officer.

C.5.8 SHORT TERM AND ACCELERATED DELIVERY/PERFORMANCE

Special events, unscheduled events, and emergencies will occur throughout the contract period that require additional entry/exit control or roving patrol on a short term (refer to Section C2, Definitions) basis, or accelerated delivery/performance (refer to Section C.2, Definitions) basis, or both.

Payment for such events and requirements will be based upon the terms outlined in the Delivery Schedule.

C.5.9 GENERAL ADMINISTRATIVE REQUIREMENTS

a. Regulations

Officer's Duty Book (ODB) is to be furnished by the COTR and shall be maintained by the Contractor at MIRSC's Control Point, or supervisor's desk, and shall contain complete duty instructions for all posts involved, to include instructions for emergency procedures. A separate loose-leaf binder shall be maintained by the Contractor at each additional fixed post and will contain items of duty instructions pertinent to every post. Officers Duty Book shall not be removed from Government property or, reproduced or copied in any manner unless properly authorized, in writing, by the COTR.

b. Post Orders

The Contractor shall maintain a current copy of the Post Orders at each guard post. A detailed review of the Post Orders, located in the Officer's Duty Book, shall be provided as part of each Security Officer and Supervisor's initial training, and each time the Post Orders are modified. No individual shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the Post Orders.

(1) Contract personnel shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

(2) Rules and Regulations Governing Public Building and Grounds FPMR 41 CFR 101-20.3 are posted in all buildings under the charge and control of Internal Revenue Service and are applicable to all persons entering in or on such property.

(3) Code of Federal Regulations, Federal Acquisition Regulations (FAR), etc., referred to in this contract may be purchased by the contractor from a Government bookstore.

c. Records and Reports

The Contractor shall maintain records and prepare reports as required by contract. A copy of all reports shall be maintained on-site and available for inspection by the Government at all times. All records and copies of reports shall be turned over to the Contracting Officer within five calendar days after contract completion. Records and reports include, but are not limited to the following: incident reports, officer's post logs, console logs, rover logs, log of alarms, visitor logs, K-9 record logs etc.

The Government will not furnish Contractor computers, printers, typewriting equipment, fax, or copy machines.

d. Replacement Personnel

Within 10 calendar days after award the Contractor shall submit to the COTR, for approval, the names and all necessary documentation of fully trained and qualified productive personnel who will be used to replace guards on scheduled or non-scheduled breaks, sick leave or vacation, and/or to respond to emergency service, or similar situations. It is not the intent of the Internal Revenue Service (IRS) to have the Contractor employ these reserve personnel as full time employees, but to have them available on an as needed basis.

C.6 APPLICABLE PUBLICATIONS

Following is a list of publications referenced in this contract. The contractor may contact the COTR for information on obtaining any of the publications referenced.

Code of Federal Regulations (CFR)

Department of Justice Vulnerability Assessment of Federal Facilities dated, June 28, 1995

Federal Acquisition Regulation (FAR)

Rules and Regulations Governing Public Building and Grounds FPMR 41 CFR 101-20.3

Tennessee Code Annotated (TCA) 62-35-119

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Section D

Packing and Marking

D.1 IR1052-00-004 MARKINGS

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall clearly indicate the number of the contract for which the information is being submitted.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or the COTR shall be paid by the Contractor.

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INSPECTION AND ACCEPTANCE

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Section E Inspection and Acceptance

E.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)	(AUG 1996)

E.2 IR1052-96-128 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer or a duly authorized representative.

[End of Clause]

E.3 IR1052-98-006 INSPECTION, ACCEPTANCE AND RECEIVING CERTIFICATION

A statement substantially as follows shall be placed, by the Contracting Officer's Technical Representative (COTR) or authorized Government representative, on each commercial shipping document, packing list for supplies or services, or Contractor's invoice:

INSPECTION, ACCEPTANCE, AND RECEIVING CERTIFICATION

The listed items have been: _____received, _____inspected,

_____Accepted by me or under my supervision and they conform to contract requirements, except as noted below or on attached documents.

Date

Signature and Typed Name
of Authorized Government
Representative

All contract and order files shall contain a copy of the above certification.

[End of Clause]

**E.4 PERFORMANCE REQUIREMENTS SUMMARY TABLE (PRST)
DESCRIPTION**

a. The Performance Requirements Summary Table (PRST) is provided as Exhibit 3 of Section J. The purpose of this exhibit is to identify the contract requirements in a summary form as follows:

Required Service (Column 1): This column contains a brief summary of each service requirement either identified as a Contract Line Item Number (CLIN) or as a subline of a CLIN from the price schedule in Section B.

Paragraph Number (Column 2): This column contains the paragraph number of the requirement in Section C of the solicitation corresponding to the required service.

Standard (Column 3): This column identifies the performance standard of the required service to be met.

Acceptable Quality Level (AQL) (Column 4): This column shows the acceptable quality level used by the Government when performing Payment Analysis based on Deduction Projection. Refer to "Payment Deduction Clause" below. Defective performance in excess of the AQL is unsatisfactory.

Method of Surveillance (Column 5): This column shows the method of surveillance anticipated for the service requirement. The following methods are available and more than one may be used for each service requirement: Random Sampling, Planned Sampling, 100 Percent Inspection, Validated Customer Complaints, and Unscheduled Inspection. The Government is not restricted to using the methods chosen and shown in Column 5.

Portion of Required Service to Total Contract Price (Column 6): TO BE COMPLETED BY THE OFFEROR, and submitted as specified in Section L. This column represents the maximum of the contract value that can be deducted for nonperformance or unsatisfactory performance of a service requirement or subtask. The Contractor shall indicate the percentages of the total overall effort for contract work for the items identified in the corresponding "Required Service" column. (Refer to Section L, paragraph L.17.2). The deduction is 100% of the CLIN value if there is only one performance task associated with the requirement. If there are two or more performance tasks, each is expressed as percentage of the CLIN value. The subtask percentages shown total to 100% of the CLIN value. The CLIN prices in the Price Schedule (Section B) at the time of contract award are the basis for these values. Additionally, this PRST will become a part of the

Government's Quality Assurance Surveillance Plan (QASP) (provided **for information only** as Attachment 4 in Section J).

b. Contract Surveillance.

The Government will execute a quality assurance program to inspect quality of contractor services as specified in the QASP. The QASP is not a part of the solicitation, nor will it be made a part of the resulting contract. The Government has the right to change or modify inspection methods as its discretion.

When random sampling is used for surveillance, payment will be adjusted by the observed nonconforming items projected across the total population of services for the invoice period, adjusted for specific work satisfactorily reperfomed.

Observed defects external to the sample will not be used as a basis for deduction projection, but will be considered in payment for rework. The projected defect rate will be adjusted in the contractor's favor by rounding down to the nearest whole number to establish a more statistically confident indication of the contractor's true performance.

When other than random sampling is used for surveillance, payment will be adjusted by those nonconforming work items actually observed and which were not reperfomed.

When surveillance efforts indicate that the contractor's performance is unsatisfactory, the contractor will be notified and appropriate administrative actions will be taken in addition to the payment deductions discussed above.

The contractor shall be assessed an administrative fee for surveillance of unsatisfactory work in accordance with the following Payment Deductions Clause.

E.5 DEDUCTIONS

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions, may therefore, be made as specified in paragraph E.6 below. (which supplements FAR clause 52.249-2, Termination for Convenience of the Government (Fixed Price), but does not reduce or limit the Government's right thereunder). This paragraph also supplements FAR 52.249-8, Default (Fixed-Price Supply and Service), but does not limit the Government's rights thereunder. Deductions for work performed improperly may be made as though the work has not been performed.

E.6 PAYMENT DEDUCTIONS CLAUSE

a. Inspection: All contractually specified work will be inspected by the Contracting Officer to ensure that work is accomplished as approved by the Contracting Officer.

b. Deductions for Unsatisfactory or Nonperformed Work:

An amount equal to the value of the unsatisfactory or nonperformed work, as determined by the Contracting Officer using the procedures described in the following paragraphs, will be deducted from any payment due the contractor. In the event the contractor disagrees with the Contracting Officer as to any deduction, such disagreement shall be subject to the contract clause entitled "Disputes."

Deductions for items or services inspected by methods, other than random sampling, will be determined in accordance with FAR clause 52.246-4, Inspection of Services Fixed-Price (Section E). See Payment Analysis, Examples 1, 2, 3, & 4 in this section.

In general, projected deductions for items or services inspected using random sampling will be determined in accordance with the procedures outlined in this section.

c. Payment Analysis: Payment analysis is used to determine deductions in the payment for line items which correspond to services found unsatisfactory regardless of whether the Government allows the service to be reperfomed.

Payment analysis is broken down into two separate categories -- Deduction for Documented Defects and Deduction Projection.

d. Deduction for Documented Defects: Each documented defect represents a loss in value to the Government and increases the administrative burden. The administrative burden may include: original inspection time, reinspection time, vehicle time, and functional personnel performing additional recording and reporting tasks. Deductions for documented defects will be computed as follows:

(1) Work found unsatisfactory, or work not performed at all: 10% of service value of observed defects for administrative costs plus cost of service value lost. See Example 1, Payment Analysis.

(2) Work found unsatisfactory and successfully reperfomed by the contractor: 10% of service value of observed defects for administrative costs. See Example 2, Payment Analysis.

(3) Work found unsatisfactory and reperfomed by the Government: 20% of service value of observed defects for administrative costs plus cost of service (Government cost to reperform). See Example 3, Analysis.

(4) Work found unsatisfactory and reperfomed by another contractor: 20% of service value observed defects for administrative costs plus the contract price for the additional contractor. See Example 4, Payment Analysis.

e. Deduction Projection: Payment analysis for Deduction Projection is applicable when the primary inspection method is Random Sampling. Deductions for documented defects is the same as shown in Example 5. When Random Sampling is used, a random sample is chosen from the

total population, or lot size to be inspected. Using the designated AQL for the service, the size of the random lot sample and the reject number are determined in accordance with the QASP sampling plan. The selected lot sample is inspected and the lot sample is accepted or rejected based on the inspection results.

If the lot sample is acceptable, the payment analysis is as shown in Payment Analysis, Examples 1, 2, 3 & 4. The observed defects in the sample may or may not be corrected, and if corrected, may be corrected by the contractor, the Government, or another contractor. Administrative costs are the same.

If the lot sample is rejected, the Observed Defect Rate (ODR) is calculated by dividing the number of observed defects by the sample size. The $ODR \times 100$ is the percent defective of the sample. This percent defective is projected to the uninspected units of the population, or lot size. The total number of defects is then the sum of the observed and the projected defects. The number of uninspected units is the lot size minus the sample size. The observed defects in the sample may or may not be corrected, and if corrected, may be corrected by the contractor, the Government, or another contractor. Administrative costs are the same. Deductions for documented defects and projected defects will be computed as follows:

Work found unsatisfactory and not reperformed by anyone, or work not performed at all: 10% of service value of "sample" defects for administrative costs plus cost of service value lost. See Example 5.

E.7 ADJUSTING PAYMENTS

Under FAR clause 52.246-4, Inspection of Services - Fixed Price, payments may be adjusted if services do not conform with contract requirements. The Contracting Officer will inform the contractor, in writing, of the type and dollar amount proposed deductions by the 20th calendar day of the month following the performance period in which the deductions are to be made. However, this does not preclude the Contracting Officer from taking deductions for prior deficiencies that were unknown to Government officials during normal or routine inspections.

The Contractor may, within 20 calendar days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 20-day period will be interpreted to mean that the contractor accepts the deductions proposed.

EXAMPLE 1
PAYMENT ANALYSIS

1. Work found unsatisfactory and not reformed by anyone, or work not performed at all:
10% of service value of observed defects for administrative costs plus cost of service value lost.

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

*Population is defined as the number of required output per surveillance period.

Calculation:

1. Cost of service (CS) = CV/P

2. Service Value Lost (SVL) = $D * CS$

3. Admin Cost (AC) = $10\% * SVL$

4. Deduction = $AC + SVL$

EXAMPLE 2
PAYMENT ANALYSIS

(2) Work found unsatisfactory and successfully reperformed by the contractor: 10% of service value of observed defects for administrative costs.

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

*Population is defined as the number of required output per surveillance period.

Calculation:

1. Cost of Service (CS) = CV/P

2. Service Value (SV) = $D * CS$

3. Admin Cost (AC) = $10\% * SVL$

4. Deduction = AC

EXAMPLE 3
PAYMENT ANALYSIS

(3) Work found unsatisfactory and reperformed by the Government: 20% of service value of observed defects for administrative costs plus cost of service (Government cost to reperform)

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

Govt Cost = GC

*Population is defined as the number of required output per surveillance period.

Calculation:

1. Cost of Service (CS) = CV/P

2. Service Value (SV) = $D * CS$

3. Admin Cost (AC) = $20\% * SV$

4. Government Cost (GC) = GC

5. Deduction = $AC + GC$

EXAMPLE 4 PAYMENT ANALYSIS

(4) Work found unsatisfactory and reperfomed by another contractor: 20% of service value observed defects for administrative costs plus the contract price for the additional contractor.

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

New Cont Cost = NCC

*Population is defined as the number of required output per surveillance period.

Calculation

1. Cost of Service (CS) = CV/P

2. Service Value (SV) = $D * CS$

3. Admin Cost (AC) = $20\% * SV$

4. New Cont Cost = NCC

5. Deduction = $AC + NCC$

EXAMPLE 5
DEDUCTION ANALYSIS w/PROJECTION

Work found unsatisfactory and not reperformed by anyone, or work not performed at all: 10% of service value of "sample" defects for administrative costs plus cost of service value lost.

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Sample Size = SS

Defects = D

AQL = A

*Population is defined as the number of required output per surveillance period.

Calculation

1. Cost of Service (CS) = CV/P

2. Observed
Defect Rate (ODR) = $D * SS$

3. Uninspected Units (U) = $P - SS$

4. Projected Defects (PD) = $U * ODR$

5. Total Defects (TD) = $D + PD$

6. Service Value (SV) = $D * CS$

7. Admin Cost (AC) = $10\% * (D * CS)$

8. Deduction Projection = $AC + SV$ = Total amount of payment deduction

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DELIVERIES OR PERFORMANCE

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Section F Deliveries or Performance

F.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)	(APR 1984)

F.2 PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at:

Memphis Internal Revenue Service Center (MIRSC)
5333 Getwell Road
Memphis, TN 38118

and

offsite offices located at 3645 Lamar Ave., and 4450 Mendenhall, Memphis, TN

F.3 CONTRACT TERM

This contract covers furnishing of supplies/services herein for a base period (consisting of approximately 4 months), and four 12-month option renewal periods exercised in accordance with contract terms. Estimated contract term totals approximately 52 months. Work under this contract is expected to commence on or about 06/01/04.

F.4 DELIVERY SCHEDULE

The contractor shall prepare and submit required documents to the addresses specified in paragraph G.1, as appropriate, as specified in the following delivery schedule:

ITEM NO.	SOLICITATION REFERENCE (Paragraph No.)	REQUIRED ITEM	DELIVERY REQUIREMENT
1	C.1.3b & C.1.4a.	Project Management Work Schedule	15 days prior to contract start and thereafter, each Thursday in advance of the upcoming week and at other times as needed
2	C.1.3c.	Provide written notification of emergencies	Written notification within 24 hours of each occurrence.
3	C.1.4.a	Report that identifies the non-staffed post assignment, date, time, and reason	Within 24 hours of occurrence
4	C.1.4.a	Work shift schedules	15 days prior to start of contract
5	C.1.4e	Exceeding 12-hour limitation	Written notification within 24 hours of exceeding the limitation
6	C.1.6	Key and Proximity Card Records	Available to COTR upon request.
7	C.1.7 b (4)	Written certification	Due to COTR within 5 days following each examination.
8	C.1.7c	Changes to the working status of key personnel transmitted & and approved	To & by the CO at least 10 days before the change.
9	C.1.7c	Replacement of key personnel	To CO within 30 days, or other time agreed upon by the CO, of the Contractor becoming aware of the change.
10	C.1.8a	Completed from FD-258, Fingerprint Chart & 2 copies of GSA form 176, Statement of Personal History	Due within 10 work days after start of contract
11	C.1.8b	Personnel Local Police Check	Due to COTR prior to assigning as an armed guard.
12	C.3.3	Property Accountability	Upon termination or completion of contract.
13	C.3.4	Incident and Maintenance Report	Within one hour of incident or beginning of next business day.
14	C.5.1b(vii)(2)	Incident Report	Within 24 hours of the action.
15	C.5.2c	Daily Vehicle Record Log	Due at the beginning of the next business day following the third shift patrol
16	C.5.2d	Vehicle Replacement Temporary or Permanent	In advance of any vehicle replacement.

17	C.5.3a	K-9 Explosive Detection Plan	Draft within 30 days of start of contract. Final within 10 days after receipt by contractor of COTR review of draft.
18	C.5.3c	K-9 Work Schedule	Due to COTR for approval within 5 days of start up and each week thereafter.
19	C.5.4b	Request for use of any other type weapon.	Prior to use
20	C.5.4b	Log of firearms maintenance & replacement	Monthly to COTR
21	C.5.4b	List of serial numbers	Due to COTR 15 days of start of contract
22	C.5.5	Accident & Incident Report	Due to COTR within 1 hour of traffic accident

23	C.5.6	Confirmation of satisfactory completion of training	Due to COTR prior to the individual's start date, unless otherwise stated and upon completion or anniversary date.
24	C.5.6a	Training Plan	Draft due within 48 hours of contract award notification. Final due within 5 working days of contractor receipt of COTR review of draft.
25	C.5.6a	Revisions to Training Plan	Draft due within 5 days of such revision. Final due within 5 days of contractor receipt of COTR review of draft.
26	C.5.6b	Certification of Training	Within 2 days of completion of the course, but prior to the Officer reporting for duty and upon re-certification.
27	C.5.6h	Other Training Requirements	Due within 90 work days after award of contract
28	H.7	Certificate of Insurance	To CO within 15 days after contract award and 15 days prior to exercise of each option period.
29	H.9	Report of accidents, damage to Government property and/or equipment	To the COTR within 24 hours of occurrence.
30	H.11b	Badges returned	When employees are dismissed or terminated
31	H.12	Daily sign-in sheets	In a timely manner, but no less than once weekly.
32	H.15	Staff-Hour report & Vehicle Mileage Report	On a monthly basis

NOTES:

a. All deliverables are to be submitted to the COTR unless otherwise stated in the above delivery schedule. The contractor is not relieved from "delivery" of items not included in the above schedule, but specified otherwise in this contract.

b. Changed Productive Requirements. Orders to increase and/or decrease productive hours required are effective within the following timeframes:

159 or fewer staff hours/mo – effective within 10 days of receipt of order; and

160 or more staff hours/mo – effective within 21 days of receipt of order.

c. ***ACCELERATED DELIVERY/PERFORMANCE DOES NOT APPLY TO THE GOVERNMENT'S INITIAL ORDER FOR PRODUCTIVE STAFF-HOUR REQUIREMENTS. Initial order for productive hours is anticipated to begin no earlier than 30 days following contract award, unless mutual agreement otherwise between the government and contractor is made.***

F.5 DELIVERY METHOD

All deliverables shall be made by the contractor FOB destination.

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CONTRACT ADMINISTRATION DATA

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Section G Contract Administration Data

G.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

G.1.1 CONTRACTING OFFICER

The Contracting Officer for administration of this contract is: **to be name at time of contract award**

The telephone number for the Contracting Officer is: **to be provided at time of contract award.**

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G.1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative (COTR) for this contract is: **to be named at time of contract award.**

The telephone number for the COTR is: **to be provided at time of contract award.**

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

G.1.3 PROJECT MANAGER

The Contractor's designated Project Manager for this contract is: **to be provided with Contractor's proposal (see Section L, paragraph L.17.2).**

The telephone number for the Project Manager is: **.to be provided with Contractor's proposal (see Section L, paragraph L.17.2).**

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.2 INVOICING/BILLING

G.2.1 INVOICE INDEFINITE DELIVERY

An original invoice shall be submitted to each the invoice address and COTR address designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, a copy of the invoice, clearly marked as an information copy shall be submitted to the Contracting Officer concurrently.

Invoice Address:

IRS Beckley Finance Center
P.O. Box 9002
Beckley, West Virginia 25802-9002

COTR Address:

Memphis Internal Revenue Service Center (MIRSC)
ATTN: (COTR to be named at time of award)
5333 Getwell Rd., Stop 9422
Memphis, TN 38118

Contracting Officer Address:

Internal Revenue Service
Office of Field Procurement Operations - SE Area
ATTN: (Contracting Officer to be named after award)
2888 Woodcock Blvd, Ste 300, Stop 80N
Atlanta, GA 30341

(b). To constitute a proper invoice, the invoice must include the following information/documentation:

1. Name of the business concern and invoice date;
2. Contract number, or other authorization for delivery of property and/or services;
3. Description, price, and quantity of property and services actually delivered or rendered; submit itemized costs for miscellaneous items. Allowability of miscellaneous costs shall be determined by the Contracting Officer in accordance with the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. The contractor shall provide written documentation of actual purchases incurred for miscellaneous costs.
4. Shipping and payment terms;
5. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
6. Contractors Taxpayer Identification Number (TIN).

G.2.2 BILLING

Billing shall be monthly in arrears for services rendered. Submit invoices monthly for Supervisory/Management, Productive, Vehicle and K-9 Explosive Detection requirements.

G.3 FINAL PAYMENT

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

The final (last) payment will be delayed approximately 45 days to ensure all necessary adjustments for non-performance or unsatisfactory performance have been made and a release of claims has been submitted before the contract is closed out.

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Section H

Special Contract Requirements

H.1 IRSAP 1052.224-9002 Disclosure of Information--Inspection (December 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

[End of Clause]

H.2 1052.224-9000(a) Disclosure of Information-Safeguards (January 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

H.3 IRSAP 1052.224-9000(d) Disclosure of "Official Use Only" Information Safeguards (December 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be

used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

H.4 IRSAP 1052.224-9001(a) Disclosure of Information--Criminal/Civil Sanctions (January 1998)

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and

employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

H.5 IRSAP 1052.224-9001(b) Disclosure of Information-Official Use Only (December 1988)

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of Clause]

H.6 SUBCONTRACTING

The Government has the right to audit the Contractor and any subcontractor(s) selected. The Contractor is responsible for any subcontractor(s) selected and shall inform all subcontractor(s) of the Government's right to audit. This clause in no way conflicts with the provision regarding subcontracting required by Public Law 95-507.

[End of Clause]

H.7 INSURANCE - WORK ON GOVERNMENT INSTALLATION

a. Within fifteen (15) days after the award of this contract, and 15 days prior to exercise of each option period, the Contractor shall furnish the Contracting Officer a CERTIFICATE OF INSURANCE as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with FAR clause 52.228-5, Insurance - Work on a Government Installation, in Section I.

b. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

- (1) Comprehensive General Liability: \$500,000 per occurrence
- (2) Automobile Liability
 - \$200,000 per person
 - \$500,000 per occurrence
 - \$ 20,000 per occurrence for Property damage
- (3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
- (4) Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.
- (5) Other as required by State Law.

c. The Certificate of Insurance shall provide for at least thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned INSURANCE clause.

H.8 APPLICABLE MINIMUM HOURLY RATES OF WAGES

The attached Wage Determination, No. 94-2495, Rev. No. 24, dated 07/29/2003 (Refer to Section J, Exhibit 4), specifies the minimum hourly rate of wages that shall be paid to all employees embraced by the specifications. The rate has been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965, as amended.

[End of Clause]

H.9 SAFETY REQUIREMENTS AND REPORTS

a. Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer's Technical Representative (COTR) to discuss and develop mutual understandings relative to administration of the Safety Program.

b. The Contractor shall report to the COTR, in the manner and on the forms prescribed by the Government, all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the COTR within 24 hours of their occurrence.

c. The Contractor shall submit, to the COTR a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the COTR within 24 hours of the occurrence.

d. Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease.

H.10 OTHER SECURITY and NONDISCLOSURE REQUIREMENTS

- a. The Contractor shall comply with all security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms a may be required for security.
- b. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.
- c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 26 U.S.C.A, Section 7213 (a) (3).
- d. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require dissemination of official information will be directed to the COTR.
- e. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal for the Government's acceptance and approval of employment.

H.11 IDENTIFICATION

a. Identification of Contractor Employees

The contractor shall provide to the COTR the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

The contractor shall furnish sufficient personnel to perform all work specified within the contract.

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

The contractor shall remove from the site any individual whose continued employment is deemed by the COTR to be contrary to the public interest or inconsistent with the best interests of the Government.

No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.

b. Photo-Identification Badges

The Contractor shall make his/her employees available for photo-identification badges, when required by the Government, on a schedule to be worked out with the COTR. The badges will be made by the Government after a favorable security report has been received on the Contractor employees. IRS personnel will take the pictures and furnish the equipment and material to make the identification badges. Contractor employees shall sign each badge at the time of photographing. The Contractor shall issue the badges to contractor employees each day as they report for work and collect when leaving the building. The Contractor shall see that all badges are returned to the COTR when employees are dismissed or terminated. The Contractor will notify the COTR when employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the rate of \$2 per badge. The use of the photo-identification badges will be at the option of the Government.

c. Parking Decals

The Contractor and contractor employees wishing to park on IRS property shall show proof of liability insurance actively in force on vehicles prior to obtaining parking decals and at other times as required by IRS. Subject insurance must be maintained at all times while using the IRS parking facility. Denial or loss of parking privileges will result from non-compliance.

H.12 RECORD OF ARRIVAL/DEPARTURE

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the work day. The Record of Time of Arrival and Departure, GSA Form 139, or equivalent, provided by the COTR shall be used for this purpose. The sign-in and sign-out location will be designated by the COTR. Entries made for arrival and departure will be countersigned by the contractor's shift supervisor. It is the contractor's responsibility to collect and submit daily sign-in sheets to the COTR in a timely manner but no less than once weekly.

H.13 INTERFERENCE WITH BUSINESS

The work shall be carried on in such a manner that there will be no interference with the proper execution of Government business. All persons employed in contract work shall, while on the premises, comply with all building regulations.

H.14 PERMITS AND LICENSES

In performance of work under this contract, the contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State and municipal laws. Additional fees necessary because of changes in Federal, State, County, and/or City regulations and laws will be borne by the contractor.

H.15 STAFF HOURS/VEHICLE MILEAGE REPORT

The contractor shall prepare a Staff-Hour Report, identifying hours worked by contract guards and supervisors, and Vehicle Mileage Report, listing odometer readings for each contract vehicle and total mileage used, per vehicle, in performance of contract services. The reports shall be prepared on a monthly basis and submitted to the COTR in accordance with the delivery schedule outlined in Section F.

The reports shall be certified by the contractor as to its accuracy. The contractor's Contract Project Manager or designated representative may submit and certify the report as being accurate if the contractor has authorized them to do so in writing. This report will be used by the Government to verify compliance with the staff-hour requirements of the contract and track vehicle usage and mileage.

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Section I Contract Clauses

I.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

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52.203-3	GRATUITIES (APR 1984)
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52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
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52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
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52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
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52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
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52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE
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52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,
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52.242-13 BANKRUPTCY (JUL 1995)

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52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

52.248-1 VALUE ENGINEERING (FEB 2000)

52.249-2 TERMINATION FOR CONVENIENCE OF THE
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52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE)
(APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued;
or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.3 52.203-12 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract.

(b) The making of any Federal grant.

(c) The making of any Federal loan.

(d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person

for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of an bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking

any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.4 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(4) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(5) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant

has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

(End of provision)

I.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through the end of the contract term.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5000 cumulative productive hours per month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 7,500 cumulative productive hours per month;

(2) Any order for a combination of items in excess of 7,500 cumulative productive hours per month; or

(3) A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government

is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.7 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the contract term.

(End of clause)

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract period.

(End of clause)

I.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the end of the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed approximately 57 months.

(End of clause)

I.10 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small

disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants. (e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.11 52.219-9 Small Business Subcontracting Plan (Jan 2002) Alt II

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;

- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further

subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;

- (F) Whether women-owned small business concerns were solicited and if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

I.12 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN

(a) "Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

I.13 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f). "Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986. "Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)). "United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR

Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

I.14 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision

substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

I.15 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

Employee class: Guard II (27102), Guard II, Supervisor (27102), Alarm Monitor (03041)

(End of clause)

I.16 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of

EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

I.17 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible

for--

- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) EFT assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

I.18 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the

Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

- (1) furnish phase-in training; and
- (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

I.19 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

I.20 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

(End of clause)

I.21 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Treasury (48 CFR 10) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.22 DT1052.219-70 1052.219-70 SF 294 AND SF 295 REPORTING (1997)

In accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Bureau Contracting Officer Internal Revenue Service Office of Field Procurement Operations - SE Area 2888 Woodcock Blvd Ste 300, Stop 80N Atlanta, GA 30341	Original	Original
Small Business Specialist Internal Revenue Service Constellation Building ATTN: A:P:P 6009 Oxon Hill Road Oxon Hill, MD 20745	Copy	Copy

Acting Director of OSDBU N/A Copy
 Department of the
 Treasury
 ATTN: Office of Small
 & Disadvantaged Business
 Utilization (OSDBU)
 1500 Pennsylvania
 Avenue, NW
 655 15th St., Rm 6099
 Washington, DC 20220

(End of clause)

I.23 DT1052.219-75 MENTOR REQUIREMENTS and EVALUATION (January 2000)

(a) Mentor and protégé firms shall submit an evaluation to the Department of the Treasury's OSBD at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program., whichever occurs first. At the conclusion of each year in the Mentor Protégé Program, the prime contractor and protégé will formally brief the Department of the Treasury Mentor-Protégé Program Manager regarding program accomplishments under their mentor-protégé agreements.

(b) A mentor or protégé shall notify the OSBD and the contracting officer, in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the protégé's notice of withdrawal from the Program.

(End of clause)

I.24 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form

can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

I.25 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

I.26 IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

I.27 IR1052-96-095 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

[End of Clause]